AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRA	ACT	1. Contract I		Page 1 Of 13
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchas	se Req		5. Project No.	(If applicable)
P00003	2001MAY21	SEE SCHEDU	ULE			
6. Issued By	Code W56HZV	7. Administered By (If	f other	than Item 6)		Code S0302A
TACOM		DCM PHOENIX				
AMSTA-LC-CAPA-G		TWO RENAISSANC				
FREDRICK T. SEEBURGER (810)574-8096 WARREN, MICHIGAN 48397-5000		40 N. CENTRAL . PHOENIX, AZ		5004-4424		
HTTP://CONTRACTING.TACOM.ARMY.MIL						
EMAIL: SEEBURGR@TACOM.ARMY.MIL		SCI) A	PAS NONE	A DP 1	РТ но0339
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	L	$\frac{1}{\Box}$		nt Of Solicitation	
	,,		Ш			
HONEYWELL INTERNATIONAL INC.			F	0D D 4 1/G	T(11)	
ENGINES & SYSTEMS 111 SOUTH 34TH STREET				9B. Dated (See	item 11)	
PHOENIX AZ 85072-2181		-	Х	10A. Modificat	tion Of Contract	t/Order No.
TYPE BUSINESS: Large Business Perfo	rming in U.S.		_	DAAE07-00-C-		
Code 99193 Facility Code				10B. Dated (Se 2000SEP20	e Item 13)	
	HIS ITEM ONLY APPLI	ES TO AMENDMENTS	S OF SO	OLICITATION	S	
The above numbered solicitation is amend						
is extended, is not extended.	icu as set for th in item 14.	The hour and date spee	iiicu i	receipt of Oil	icis	
Offers must acknowledge receipt of this amo	endment prior to the hour	and date specified in the	e solicita	ation or as ame	nded by one of t	he following methods:
(a) By completing items 8 and 15, and return	ning copies	of the amendments: (b) I	By ackn	owledging rece	ipt of this ame n	dment on each copy of the
offer submitted; or (c) By separate letter or	0					
ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION						
change may be made by telegram or letter, I						
opening hour and date specified.						
12. Accounting And Appropriation Data (If red SEE SECTION G	quired)					
13. THIS KIND MOD CODE: G	ITEM ONLY APPLIES T	O MODIFICATIONS C act/Order No. As Describ			DERS	
A. This Change Order is Issued Pursua		act/Order 100. As Descri	bea III		anges Set Forth	In Item 14 Are Made In
The Contract/Order No. In Item 10.	A.					
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T			nges (su	ich as changes i	n paying office,	appropriation data, etc.)
X C. This Supplemental Agreement Is Ent	tered Into Pursuant To Au	thority Of: Mutual Ag	reemen	t of Both Par	rties	
D. Other (Specify type of modification a	and authority)					
E. IMPORTANT: Contractor is not,	X is required to sign	this document and retu	ırn	c	opies to the Issu	ing Office.
14. Description Of Amendment/Modification (Organized by UCF section	headings, including soli	citation	/contract subje	ct matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION						
Except as provided herein, all terms and condi	tions of the document refe	renced in item 9A or 10A	A, as he	retofore change	ed, remains uncl	hanged and in full force
and effect.		T 441 33			2.00	
15A. Name And Title Of Signer (Type or print))	JAMES DUERR				r print)
15B. Contractor/Offeror	15C. Date Signed			.MIL (810)574 America	- 1220	16C. Date Signed
10D. Contractor/Oriertor	130. Date Signed	Tob. United Sta	iico OI .	mici ica		100. Dan Signed
(Cimpatons of many of the city	_	By	_4	/SIGNED/	\cc\	
(Signature of person authorized to sign) NSN 7540-01-152-8070		30-105-02	ашге о	f Contracting O		ORM 30 (REV. 10-83)

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: Honeywell international inc.

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this modification, P00003, is:

- 1. To correct the total cost lines for Clins 0001 and 0003 as noted in Section B, pages 4 and 7
- 2. To correct the Proposed Funding Schedule for FY00, Total & Clin 0001, as noted in Section B, page 12
- 3. To add FAR clauses 52.247-34 & 52.247-48 (FOB Destination). These clauses are applicable only to documentation submitted by the contractor to the Government.(page 26)
- 4. For funding purposes only, to provide additional incremental FY01 funding for Clins 0001 and 0002. As such, the following increases are hereby incorporated:

Clin 0001AB is increased by \$78,999.00 from \$750,000.00 to \$828,999.00

Clin 0001AC is increased by \$12,000,000.00 from \$15,000,000.00 to \$27,000,000.00

Clin 0002AB is increased by \$70,320.00 from \$6,373,241.00 to \$6,443,561.00.

Except as noted herein, all other terms, conditions and specifications of the contract remain unchanged and in full force and effect.

NOTE: From Contract

REMOVE.	DISCARD	PAGE (S)

INSERT NEW PAGE(S)

 4-7
 4-7

 12
 12

 26-27c
 26-27c

 28b

*** END OF NARRATIVE A 005 ***

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
	COMMON ENGINE DESIGN, TEST & DEVELOPMENT		LO		
	SECURITY CLASS: Unclassified				
				ESTIMATED COST:	\$140,708,249.
				BASE FEE (3%)	\$ 4,176,799.
				TOTAL COST:	\$144,885,048.
	(End of narrative B001)				
0001AA	CLIN 0001 - FY00 FUNDING ONLY				\$ 13,592,621.00
	NOUN: FY 00 FUNDING SECURITY CLASS: Unclassified				
	PRON: TUOA0F3147 PRON AMD: 01 ACRN: AA AMS CD: 643854.50512				
	CUSTOMER ORDER NO: TUOAOF311AEH				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL				
	REL_CDQUANTITYDATE				
	001 0 31-MAR-2004 \$ 13,592,621.00				
0001AB	CLIN 0001 - FY01 FUNDING ONLY				\$ 828,999.00
	NOUN: FY 01 FUNDING				
	SECURITY CLASS: Unclassified PRON: A106M93547 PRON AMD: 02 ACRN: AD AMS CD: 633005				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	001 0 31-MAR-2004				
	\$ 828,999.00				
0001AC	CLIN 0001 - FY01 FUNDING ONLY				\$ 27,000,000.00
	NOUN: FY 01 FUNDING SECURITY CLASS: Unclassified PRON: All6M58747 PRON AMD: 02 ACRN: AE AMS CD: 273735				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC

ITEM NO	SUPPLIES/SERVICES		QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REL CD QUANTITY	Origin PERF COMPL DATE 31-MAR-2004				
0001AD	CLIN 0001 - FY01 FUNDING ONLY					\$ 17,000,000.00
	NOUN: FY 01 FUNDING SECURITY CLASS: Unclassified PRON: 471F131147 PRON AMD: 01 AMS CD: 643854.50512 CUSTOMER ORDER NO: TU1B1F311AEH Inspection and Acceptance	ACRN: AG				
	REL CD QUANTITY	Origin PERF COMPL				
	\$ 17,000,000.00					

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Supplies or Services and Prices/Costs				
	ABRAMS UNIQUE DESIGN, TEST & PROTOTYPES		LO		
	SECURITY CLASS: Unclassified				
				ESTIMATED COST:	\$27,464,974.
				BASE FEE (3%)	\$ 817,091.
				TOTAL COST:	\$28,282,065.
	(End of narrative B001)				
0002AA	CLIN 0002 - FY00 FUNDING ONLY				\$ 984,316.00
	NOUN: FY 00 FUNDING				
	SECURITY CLASS: Unclassified				
	PRON: A106M93147 PRON AMD: 01 ACRN: AB AMS CD: 633005				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL				
	_REL_CDQUANTITYDATE				
	001 0 31-MAR-2004				
	\$ 984,316.00				
0002AB	CLIN 0002 - FY01 FUNDING ONLY				\$6,443,561.00
	NOUN: FY 01 FUNDING SECURITY CLASS: Unclassified PRON: Al16M58647 PRON AMD: 02 ACRN: AF AMS CD: 273735				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	001 0 31-MAR-2004				
	\$ 6,443,561.00				

Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Supplies or Services and Prices/Costs				
	CRUSADER UNIQUE DESIGN, TEST & PROTOTYPES		LO		
	SECURITY CLASS: Unclassified				
				ESTIMATED COST:	\$21,861,644.
				BASE FEE (3%)	\$ 651,199.
				TOTAL COST:	\$22,512,843.
	(End of narrative B001)				
0003AA	CLIN 0003 - FY00 FUNDING ONLY				\$613,748.00
0003AA	CHIN 0003 - FIGO FONDING ONLI				\$613,748.00
	NOUN: FY 00 FUNDING				
	SECURITY CLASS: Unclassified PRON: TU0A0F3247 PRON AMD: 01 ACRN: AC				
	AMS CD: 643854.50512 CUSTOMER ORDER NO: TU0B0F311AEH				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL REL CD QUANTITY DATE				
	001 0 31-MAR-2004				
	\$ 613,748.00				
0003AB	CLIN 0003 - FY01 FUNDING ONLY				\$3,000,000.00
	NOUN: FY 01 FUNDING SECURITY CLASS: Unclassified				
	PRON: 471CF31147 PRON AMD: 01 ACRN: AH				
	AMS CD: 643854.50612 CUSTOMER ORDER NO: TU1C1F311AEH				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE 001 0 31-MAR-2004				
	4 2 200 200 20				
	\$ 3,000,000.00				

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: Honeywell international inc.

B-1

The Government shall provide funds under this contract covering the estimated cost and fee on an incremental basis as provided for in the following schedule and pursuant to the Clause entitled Limitation of Funds. It is estimated that the incremental amounts are sufficient for the performance of work in each of the cited periods. The Government may, at its discretion, provide funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract so as to expend and/or commit funds compatible with the proposed schedule below. Whenever the contractor has reason to believe that funds obligated for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be notified.

Proposed Funding Schedule Requirements:

Performance Period	Amount
Total - FY00 - Award through Nov 30, 00	\$ 14,105,855.00
Clin 0001	\$ 12,621,985.60
Clin 0002	\$ 913,992.20
Clin 0003	\$ 569,877.20
Clin 0004	\$ 0.00
Total - FY01 - Dec 01, 00 through Nov 30, 01	\$ 65,756,433.80
Clin 0001	\$ 54,199,177.90
Clin 0002	\$ 6,443,561.80
Clin 0003	\$ 5,113,694.10
Clin 0004	\$ 0.00
_	
Total - FY02 - Dec 01, 01 through Nov 30, 02	\$ 94,946,297.10
Clin 0001	\$ 62,351,604.90
Clin 0002	\$ 18,512,602.40
Clin 0003	\$ 14,082,089.80
Clin 0004	\$ 0.00
Total - FY03 - Dec 01, 02 through Completion	\$ 20,871,370.10
Clin 0001	\$ 15,712,279.60
Clin 0002	\$ 2,411,908.60
Clin 0003	\$ 2,747,181.90
Clin 0004	\$ 0.00

The funding requirements lines above represent the total cumulative amounts by funding period and by line item for all awarded clins shown elsewhere in Section B of this solicitation.

*** END OF NARRATIVE B 001 ***

Reference No. of Document Being Continued

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Name of Offeror or Contractor: Honeywell international inc.

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	Regulatory Cite	Title	Date
F-1	52.247-29	F.O.B. ORIGIN	JUN/1988
F-2 ADDED	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3 ADDED	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGINCARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-15	STOP-WORK ORDER (ALTERNATE I dated APR 1984)	AUG/1989

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F-7 52.227-4002 DATA (SOFTWARE) APR/1985

All data deliverable under this contract shall be delivered in accordance with the quantities and schedules as specified on the Contract Data Requirements List (CDRL) DD Form 1423, and shall be delivered F.O.B. Destination to the following address:

Commander

US Army Tank-automotive and Armaments Command ATTN: (See DD Form 1423, Block 14) Warren, MI 48397-5000

52.247-4005

(TACOM)

	Reference No. of Document
CONTINUATION SHEET	

Reference No. of Document Being Continued

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
 - (1) Government Bill(s) of Lading or US Postal Services;
 - (2) Commercial Bill(s) of Lading converted to Government Bill(s) of Lading at destination;
 - (3) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (4) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
 - (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (3) Authorization to ship Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days before the materiel is ready for shipment. The Contractor must prepare and address the forms as directed by the Administrative Contracting Officer (ACO) or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F.1 Delivery Schedule

The estimated period of performance of this contract is thru March 31, 2004.

Delivery of the required Abrams and Crusader unique prototype engines shall be as is setforth below.

Delivery of the required Data Items are setforth in the Contract Data Requirements List (CDRLs), Attachment 6, and the contractor's Integrated Master Schedule, C.3.4 of the SOW.

F.2 PROTOTYPE ENGINE DELIVERIES FOR CLINS 0002 AND 0003

Abrams Prototype Engines - Clin 0002

DLV SCH		PERF COMPL
REL CD	QUANTITY	DATE
001	1	13-JUL-2002
DLV SCH		PERF COMPL
REL CD	QUANTITY	DATE
002	1	23-JUL-2002
DLV SCH		PERF COMPL
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
	QUANTITY 1	
REL CD		DATE
REL CD		DATE
REL CD		
REL CD 003 DLV SCH	1	DATE 18-AUG-2002 PERF COMPL

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

DLV SCH REL CD	QUANTITY	PERF COMPLDATE
005	1	16-SEP-2002
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
006	1	23-SEP-2002
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
007	1	25-SEP-2002
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
008	1	16-OCT-2002
DLV SCH	OVANTE TOV	PERF COMPL
REL CD	QUANTITY	DATE
009	1	10-NOV-2002
DLV SCH		PERF COMPL
REL CD	QUANTITY	DATE
010	1	16-NOV-2002
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
011	1	30-NOV-2002
DLV SCH	QUANTITY	PERF COMPL
012	1	12-DEC-2002
DLV SCH REL CD	QUANTITY	PERF COMPLDATE
013	1	29-DEC-2002

FOB POINT: ORIGIN

SHIP TO: PARCEL POST ADDRESS

SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR

C	ONTI	INU	\TI	\mathbf{ON}	SHEE	T

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-C-N086

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

Crusader Protype Engines - Clin 0003

DLV SCH REL CD	QUANTITY	PERF COMPL DATE		
001	1	25-MAY-2002		
DLV SCH REL CD	QUANTITY	PERF COMPL		
002	1	15-JUN-2002		
DLV SCH REL CD 003	QUANTITY 1	PERF COMPL DATE 26-JUN-2002		
DLV SCH REL CD	QUANTITY 1	PERF COMPL		
DLV SCH REL CD	QUANTITY 1	PERF COMPL DATE 24-SEP-2002		
DLV SCH REL CD	QUANTITY	PERF COMPLDATE		
006	1	16-OCT-2002		
DLV SCH REL CD	QUANTITY	PERF COMPLDATE		
007	1	26-OCT-2002		
DLV SCH REL CD	QUANTITY	PERF COMPL DATE		
008	1	10-NOV-2002		
DLV SCH REL CD	QUANTITY 2	PERF COMPL		
DLV SCH	QUANTITY	PERF COMPL DATE		

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Name of Offeror or Contractor: HONEYWELL INTERNATIONAL INC.

010 1 21-DEC-2002

FOB POINT: ORIGIN

SHIP TO: PARCEL POST ADDRESS

SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.

*** END OF NARRATIVE F 001 ***

CON	TINIT	TION	SHEET
		X I I() X	SHEEL

Reference No. of Document Being Continued

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Name of Offeror or Contractor: ${\tt HONEYWELL}$ INTERNATIONAL INC.

SECTION G - CONTRACT ADMINISTRATION DATA

DFAS SHALL PAY ALL INVOICES SUBMITTED FOR EACH CLIN UTILIZING THE LOWEST (OLDEST) ACRN FIRST FOR THE APPLICABLE CLIN

*** END OF NARRATIVE G 002 ***

				1514	J OF NARRAI	IVE G	002			
LINE	PRON/		OBLG STAT/				:	INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	AMS CD	<u>ACRN</u>	JOB ORD NO		PRIOR A	MOUNT	_	AMOUNT		AMOUNT
0001AB	A106M93547	AD	2	\$	750,0	00.00	\$	78,999.00	\$	828,999.00
	633005		0GA935							
0001AC	A116M58747	AE	2	\$	15,000,0	00.00	\$	12,000,000.00	\$	27,000,000.00
	273735		1GA587	·					·	
0002AB	A116M58647	AF	2	\$	6,373,2	41.00	Ś	70,320.00	\$	6,443,561.00
	273735		1GA586	·	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				·	., .,
					NET CHA	NGE	\$	12,149,319.00		
SERVICE	NET CHANGE							ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCO	UNTING CLASS	IFICAT	ION			STATION		AMOUNT
Army	AD	21	020400000051	R5R02P	6330052516	S2011	306M9	35 W56HZV	\$	78,999.00
Army	AE	21	120400000151	R5R02P	2737352516	S2011	316M5	W56HZV	\$	12,000,000.00
Army	AF	21	120400000151	R5R02P	2737352516	S2011	316M58	W56HZV	\$.	70,320.00
								NET CHANGE	\$	12,149,319.00

	PRIOR AMOUNT	INCREASE/DECREASE		CUMULATIVE
	OF AWARD	AMOUNT	-	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 57,313,926.00	\$ 12,149,319.00	\$	69,463,245.00